

FILED
Franklin Co. Municipal Court

JUL - 1 2021

Lori M. Tyack, Clerk
By _____
Deputy Clerk

IN THE FRANKLIN COUNTY MUNICIPAL COURT
ENVIRONMENTAL DIVISION
FRANKLIN COUNTY, OHIO

STATE EX REL.
COLUMBUS CITY ATTORNEY
ZACH M. KLEIN

Relator-Plaintiff

v.

GREYHOUND LINES, INC, ET AL.

Respondent-Defendant.

Case No. 2021 EVH 60282

Judge Stephanie Mingo

Parcel Nos. 010-087718

AGREED COURT ORDER AND STIPULATIONS BETWEEN THE PARTIES

This matter came before the Court upon the Complaint of Relator-Plaintiff and Motion for Preliminary Injunction filed on June 17, 2021. Relator-Plaintiff State ex rel. City of Columbus ("Plaintiff") and Respondent-Defendant Greyhound Lines, Inc., ("Defendant"), by and through counsel, have participated in negotiations for the settlement of certain preliminary issues in this case. All other parties not specified herein are not parties to this agreement.

The Court finds that all the aforementioned parties have been properly served according to law and are properly before the Court.

Plaintiff and Defendant (collectively "Parties") have reached a stipulated resolution of the Plaintiff's Motion for Preliminary Injunction in this case to their mutual satisfaction. It is the intent of the Parties that this Agreed Entry accurately represents their respective stipulations and agreements. The Preliminary Injunction hearing scheduled for July 1, 2021 is hereby vacated.

STIPULATIONS AND AGREEMENTS BETWEEN RELATOR-PLAINTIFF AND RESPONDENT-DEFENDANT.

- 1) Defendant agrees that, as alleged in the Complaint, numerous calls for service have made to Columbus Police regarding alleged criminal activity at or around the Premises between January 1, 2021 and June 9, 2021, and that Premises are located near a daycare center, restaurants and hotels.
- 2) Defendant is the record property owner of the real property known as 111 East Town Street, Columbus, Franklin County, Ohio, Parcel No. 010-87718 situated in the City of Columbus, Franklin County, Ohio (collectively, "the Premises" or "Greyhound").
- 3) Defendant has been the record property owner of the Premises since approximately May 8, 1996.
- 4) Defendant stipulates that the Premises in its conditions at the time of the Plaintiff's filing of the Complaint did not comply with applicable provisions of Columbus City Codes.
- 5) Defendant stipulates that continued public nuisance activity that may be occurring on the Premises will cause irreparable harm to those in and around the Premises, including the surrounding community members, employees and customers of the Premises, and security officers or police personnel.

THEREFORE BE IT ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- 6) All of the provisions of the preceding paragraphs are incorporated as though fully repeated and rewritten herein.
- 7) Defendant is preliminarily enjoined from violating any and all applicable provisions of the Columbus City Code at the Premises and from maintaining, using, or occupying, or in any way permitting the use of the Premises as a public nuisance.

8) Except as otherwise stipulated herein, all required action, policies, and procedures set forth below shall be implemented by the Defendant forthwith, and shall remain in practice until further order of the Court.

a. Defendant shall immediately retain or resume private security services at the Premises.

i. Defendant shall have no less than two uniformed security officers on duty at the Premises, seven (7) days per week, twenty-four (24) hours per day.

ii. One security officer shall be stationed at the entrance, only allowing Greyhound-ticketed customers or customers purchasing Greyhound tickets. The other shall be patrolling in and around the Premises, including the alcove near Third Street and the rear of the Premises where the bus slips, and bus entry and exit areas are located.

b. Defendant agrees to discuss with Plaintiff and the Columbus Police Department (hereinafter "CPD") whether and to what extent it is necessary to increase the number of Greyhound security personnel if crimes are still occurring at the Premises, or if requested by the Plaintiff due to increased complaints regarding crimes at the Premises.

c. Defendant shall provide to the Plaintiff the name and contact information of the security company retained by the Defendant to provide security services at the Premises no less than seven (7) days after retention of said services, subject to and in compliance with any privacy laws and requirements.

- d. Any private security company retained by Defendant to perform security services at the Premises shall be registered or licensed according to the laws of the State of Ohio.
 - i. Defendant shall provide proof of applicable licensure of registration to the Plaintiff no less than fifteen (15) days after retention of security services at the Premises.
 - ii. If private security services have already been retained by the Defendant prior to the execution of this Order, Defendant shall immediately provide proof of required licensure or registration to the Plaintiff.
- e. Defendant shall maintain exterior lighting at the Premises that is in good working order.
- f. Defendant shall maintain security cameras inside and outside of the facility that are in good working order.
 - i. Security cameras shall be working seven (7) days per week, twenty-four (24) hours per day, and shall have the capability of recording incidents.
Recordings shall be made available to law enforcement upon request.
- g. Defendant shall cover or prevent the use of any electrical outlets on the exterior of the Premises, except those electrical outlets used in the bus slip area which shall be permitted for operational purposes only.
- h. Defendant shall install security fencing/rolling chain link vehicle gates at the driveway entrance and exits of the Premises.
 - i. Security fencing or rolling chain link vehicle gates shall be installed no later than July 14, 2021.

- i. In addition to authorized personnel (such as Greyhound employees, contractors, agents and vendors), Defendant shall only allow customers with Greyhound tickets for that day or customers looking to purchase Greyhound tickets inside the Premises and shall use all reasonable efforts within its authority to remove all other unauthorized persons from the Premises as trespassers, and will contact law enforcement if Defendant is unable remove such persons from the Premises.
- j. Defendant shall display signage identifying the hours of operation, that the Premises is being monitored by video surveillance, and prohibiting the following activities on the Premises:
 - i. No trespassing
 - ii. No use or sale of drugs
 - iii. No loitering
 - iv. No prohibited weapons, including guns and knives
 - v. No consumption of alcoholic beverages
 - vi. Criminal activity shall not be tolerated on the Premises.
- k. Signage shall be posted no later than fourteen (14) days after the execution of this order.
- l. Defendant shall require a password for customers to access WiFi at the Premises.
- m. Defendant agrees to clean up any trash or debris on the Premises.
- n. Defendant agrees to repair any broken windows on the Premises.
- o. No person shall knowingly engage in criminal activity on the Premises.

- p. Defendant shall use all reasonable efforts within its authority to cause for the immediate identification and trespass of all known persons contributing to the nuisance conditions at the Premises, including persons engaging in criminal activity and persons who invite or provide a haven for persons engaging in criminal activity at or on the Premises, and will contact law enforcement if Defendant is unable to do so.
- q. Defendant shall use all reasonable efforts within its authority to trespass from the Premises all persons vacated or asked to leave from the Premises pursuant to involvement or connection to criminal activity at or on the Premises, and will contact law enforcement if Defendant is unable to remove such trespassers from the Premises.
- r. Defendant shall keep a current and updated trespass list indicating all those who have been trespassed from the Premises; the trespass list shall be made available to law enforcement upon request.
- s. Defendant shall maintain a current agent authorization form on file with Columbus Police at all times.
- t. Any employee who is found to have violated the law, or this Order, shall be immediately terminated, and shall be trespassed from the Premises and placed on the trespass list.

9) Noncompliance with any paragraph of this Order and Entry shall be a violation of this Order and may result in a finding of Contempt of Court. Plaintiff agrees that it will give notice to Defendant of any alleged violation of this Order and an opportunity to cure before filing for contempt, recognizing that such notice may not be possible if crimes occur that

threaten the health, security, or safety of persons on or around the Premises. The notice contemplated in this section can be done by setting the case for a status conference.

- 10) Paragraph 9 of this Order and Entry shall not be construed to limit or affect in any way a future Contempt finding associated with any future Nuisance Abatement ruling or action filed against the Premises and/or the property owner(s).
- 11) The terms of this order shall not be binding upon any unrelated and bona fide third party purchaser(s) of the Premises. However, nothing in this order shall be construed to prevent Plaintiff from bringing any necessary and appropriate future enforcement action against said purchaser(s). This order, however, shall be binding upon Greyhound if Greyhound or any agent of Greyhound Lines, Inc. remains as management or tenant in any manner on the Premises following the sale.
- 12) In any future proceeding concerning an alleged violation of this Order and Entry, Relator-Plaintiff shall be given opportunity to submit evidence of the violation, and Defendant shall be given opportunity to introduce evidence and assert defenses to any charge.
- 13) This Court shall retain jurisdiction over this action for the purpose of enforcing or modifying this Order. Additionally, in order to monitor compliance with this Order, the Columbus Police Department is permitted to periodically enter upon the Premises to ensure that all terms are being enforced at the Premises, in addition to responding to any calls or complaints for service.
- 14) This matter shall be set for a permanent injunction hearing on January 11, 2022 at 9:00 AM.


Pursuant to Ohio Civil Rule 58, the Clerk is directed to notify the parties as they appear below.

SO ORDERED.



JUDGE STEPHANIE MINGO

7/1/2021
DATE

APPROVED BY AND COPIES TO:


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